

Tellnet Communications, Inc.

1-888-TELLNET
www.888TELLNET.com
info@888TELLNET.com

May 20, 1997

DOCKET FILE COPY ORIGINAL

RECEIVED

MAY 21 1997

FCC MAIL ROOM

Office of Secretary FCC
1919 M. Street, NW
Washington, DC 20554

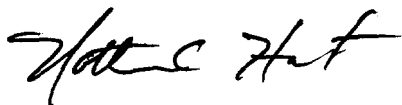
Enclosed you will find, our petition requesting the reversal, clarification &/or amendment to rule cc95-155/fcc97-123 reported to be effective May 25, 1997.

I have included 8 black ink typed copies of my six page petition and its attached 7 page exhibit A, for each of the commissioners as needed.

To insure I have a verifiable record that my petition was submitted and received in a timely fashion, please date stamp the blue typed copy and return to me in the enclosed envelope for my records.

Should you have any questions please call me at 1-888-tellnet.

Sincerely,



Nathan C Hart, President
Tellnet Communications, Inc.

No. of Copies rec'd
List ABCDE

027

May 20, 1997

Mailed To:

Office of Secretary FCC
1919 M. Street N. W.
Washington D. C. 20554

RECEIVED

MAY 21 1997

FCC MAIL ROOM

Before the
Federal Communications Commission
Washington D. C. 20554

Ref.: Petition for Reconsideration of Report CC95-155/FCC97-123

Tellnet Communications Inc., a small telemarketing company, seeks reconsideration and clarification of the above order that will give big business unfair market control over the toll free number issuance policy under the disguise of a number conservation rule.

1. FCC Rules, covering end user subscribers hoarding and/or brokering of toll free numbers, has the effect of making thousands of individuals and businesses illegal almost overnight. The FCC's own statements and actions during this ruling confirms holding and selling of these numbers has been legal for some twenty years. This rule makes hundreds of marketing companies illegal operations and will drive them out of business, if no consideration is given for grand fathering, or a broad definition of Exempt Telemarketing Service Bureaus is not included in your reconsideration of this rule. I petition for the following addendum to the rule, if it's not completely reversed in favor of full Free Access to all.

- A. All numbers owned prior to May 25, 1997, the purposed effective date, should be considered grand fathered and Exempt.
- B. 800 and 888 numbers are exempt only future issued prefixes could not be held/hoarded/sold as it has been a legal activity until May 25, 1997.
- C. Telemarketing Service bureaus should be broadly defined as any telephone or telemarketing business other than a carrier/Resp. Org.
- D. All numbers that the subscriber has Trademark or Service mark pending should be exempt.
- E. All numbers that the scribe has a matching Internet Domain name/Web address should be exempt.
- F. All numbers that belong to a business that has been sold should be exempt.
- G. All numbers that match a Local, International or Foreign country number owned by the subscriber should be exempt.
- H. All numbers held by subscribers for shared use should be exempt.

- I. All complainants of Hoarding or Brokering of specific numbers may not receive those numbers as a reward for their claim/complaint.
- J. All buyers (also criminals) will be subject to the same penalties as the seller of the numbers.
- K. All carriers/Resp. Org. that process ownership changes for buyers & sellers will be subject to the same penalties as buyers and sellers.
- L. All carriers/Resp. Org., that disconnect a users number for hoarding, may not be the carrier for that number for 2 years, if its reassigned.
- M. Issue additional prefixes and one identified for personal use only with no replication rights.
- N. Carrier/Resp. Org. as a subscribers agent should not be able to warehouse numbers for subscribers.
- O. FCC Should stop hoarding new toll free prefixes creating the alleged shortage of numbers. Issuing new prefixes and maintaining the policy of Free & Equal Access to all is in the real best interest of the public.
- P. FCC's rule doesn't address new and emerging telemarketing technologies and marketing techniques of small businesses seeking to establish both a Nationwide and a Worldwide multimedia 3-Way User Friendly address system like:

1 800 FLOWERS
www.1800FLOWERS.com
info@1800FLOWERS.com

As a small emerging and innovative business, I demand the same rights for me and my clients, to set-up global address systems for our businesses, without the added pressure of this FCC rule that mandates how many, how fast, how much, how often and with who I develop my confidential marketing plan.

This new type Global Address System allows small companies to compete with big business in the Worldwide Market Place. This Global address is built off the mnemonic phone name or vanity phone number. Small businesses with limited resources must generally rely on small telemarketing companies with the knowledge and skill to put together the desired 3-way address system. This requires planning, marketing, negotiations, acquisition, registration and an extended holding period prior to actual use. Holding/Hoarding by a small business and/or his agent of the Toll Free number, that is central for the best addresses, is paramount. Big business can always make a number appear to be showing use, but it is far more difficult for a small business. FCC's rule, as it stands, makes the future set-up of this Global address, by small business and his agent, illegal and subject to a competitor's misuse of the FCC rule to interfere and/or eliminate a small business owner's hard earned marketing plan by filing vague complaints. I believe the FCC rule violates USC 257 of the Telecommunications Code that Congress intended to protect small subscribers and promote innovative new telemarketing practices and specifically directs FCC

to issue no rules that would diminish a subscribers rights to innovative business practices.

2. The Telecommunications and Internet Industries are closely related, and the precedent set by the new FCC rule will have a negative impact on both industries, in favor of big business and their carriers, looking to increase their market share in both numbers and/or names, while reducing small business competition in this new emerging multimedia market.

- A. Both operate over the phone lines
- B. Both use a public domain address system
- C. Both are in the public's interest
- D. Both have emerging new techniques.
- E. Both are subject to big business domination.
- F. Both are subject to FCC over-regulation.
- G. Both are alleged to have an address shortage problem.

FCC Rule 52.107 Hoarding/Selling is the Internet industry's wake up call that FCC can & will take away Free Access of end users. FCC Rules can make a legitimate small business illegal without consideration of all the facts and due consideration of past history of legitimate business. The Internet Industries has the same alleged shortage of .com first level domain names, the equivalent to prime 800 service numbers. It is reported to be solved by issuing more 1st Level domains such as .web, .store, .dom, etc., the equivalent to more toll free prefixes so that no one entity can control free access public addresses.

In summary, I petition the FCC to reverse/amend and clarify Rule cc 95-155/FCC 97-123 item #52.107.

- (a) 1. Holding /vs./ hoarding
- 2. Selling a telephone number /vs./ selling telephone service
- 3. Routing multiple telephone numbers creates a rebuttable presumption based on what standard or exemption?
- (b) 1. Hoarding of more numbers than subscribers intent to use. How does this apply to telemarketing businesses that have a supply of toll free numbers intended for clients shared use services?
- (c) How is a "telemarketing service bureau" defined?
- (d) Are any grand fathering of existing business and/or transactions provided for by common law?

Consider restoring full and free access for all to toll free numbers by adopting the same rules that applies to the Internet domain names as set forth by the Internet's Primary Domain Name Registry source known as InterNIC, and attached here to as EXHIBIT A.

3. The background: This new rule creates a crime with no victims. No one is without all the toll free service they want, there is no shortage. No one is making anyone buy a number. Every subscriber had the same rights and chances for the original toll free numbers. Now that the 800 series is a world wide success, market conditions and technology has made them valuable. Big business has used the FCC to support a rule that forces thousands of individuals and small businesses to give up 800 series numbers they have paid for, for years, so that big business can have another chance to get them.

4. The facts are FCC has set quietly on the side lines of this issue for the past 4 years. While their some 200 regulated carriers/Resp. Orgs. conducted one of the most intensely competitive marketing campaigns of any type in the history of the country, to sell the American public 800 toll free services. Consumers have been bombarded daily from phone calls, faxes, email and inundated every advertising media known. The carriers' sole pitch was that every individual, young and old, and every business, large and small, should have toll free numbers for their convenience. All toll free number assignments and service hooks up were conducted person to person by a phone conversation, that provided ample opportunity for full disclosure of any subscriber rules by the carriers plus every monthly bill was another opportunity to disclose any pertinent rules of proper use. It is common knowledge the shortage occurred because FCC poorly managed early release of the 888 prefixes.

5. The evidence of any rule, limits or restrictions, of any type, was never mentioned or disclosed to any subscriber by any carrier, and certainly not from the FCC during this mass lottery of toll free numbers. To this very day, May 20, 1997, the FCC has never required the carriers to notify their subscribers of any proper or improper use rules or public education programs of any type. There is also no refund provision to return any of the subscribers' money who may lose their numbers or want to give it up. The only thing the subscribers got was the bill.

6. The motive: This massive lottery of numbers was highly profitable with subscribers paying carriers billions of dollars yearly to keep their numbers active, making some of these carriers the largest and richest companies in the world. Today the 800 numbers are much more valuable and if these same carriers could create a new issuance policy of 800 numbers they stand to make a windfall profit. A controlled market is what this rule gives them.

7. The crime is some of these carriers (without notifying their subscribers, again) have been quietly lobbying support for Rule CC #95-155/FCC #97-123, as it provides them with another chance to secure and reissue the prime 800 series numbers, to even more promising big business clients. The rule will force subscribers, in large numbers, to give up their numbers or be considered criminals and face strict penalties and fines if they:

- Have little or no billing
- Holding of a number or numbers to use later
- Selling the number to another subscriber
- Having more than one number
- Not giving the number back if the carrier requests it.

8. The victims are the subscribers, who trusted the FCC and their carriers to make full and timely disclosure of consumer information and subscriber use regulations, at the point of sale and during the subscriber's billing period. Thus the subscriber unknowingly enters into a toll free number lottery scheme that had no rules, no disclosure and no refunds for the subscribers. Even the public hearing for adopting rule CC #95-155/FCC #97-123 was never disclosed to subscribers by the carriers and therefore only a very small fraction of the millions of subscribers had an opportunity to participate and protect their interest in their numbers.

9. Truth in toll free service. Full and complete disclosure at point of sale, for most other consumer services, is required by common contract law and public policy. If there is no disclosure, there is no breach, and therefore no enforcement against the consumers for their unencumbered use of that service. This principal must apply in this case of 800 toll free service, that was issued with no disclosures of any type, then the FCC and their carriers should not have any enforcement authority in this matter. It has been a usual and customary practice for subscribers of all types to hold, buy, sell, trade and broker numbers for over 20 years. FCC should not interfere with the free market value of a subscriber's number. Classifying subscribers, that can and cannot continue this accepted practice, is completely unnecessary over regulation of a non-existing problem. The FCC and their carriers should not be exempt from this common sense requirement. If the FCC is unable or unwilling to undertake this type of consumer protection then the FTC should be asked to apply their experience to this problem.

10. The Congress should redirect the FCC on prior public policy of deregulation, to prevent CONTROLLED BUSINESS, and fair and equal access of the telecommunications laws, to prevent this type of mismanagement and abuse of public trust, that rule CC #95-155/FCC #97-123 has created. Congress should fully investigate this matter if the FCC does not reverse this new rule. A precedent with State PSC's and Local carriers of local numbers may use this rule and tactic on local numbers that are also becoming valuable because of their vanity value. Please do not dismiss this fact as it is highly probably this will become a major issue soon as local number portability is here now.

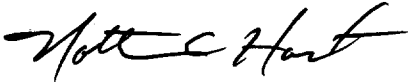
11. The FCC should reverse this new rule CC #95-155/FCC #97-123 as unfair, undisclosed and unenforceable. There is only a shortage of original prime 800 series numbers and no shortage of toll free service. Using other prefixes such

as the new 888 and other prefixes, held in reserve, provides an endless supply of toll free numbers for issuance to subscribers. Whatever the cost to issue more prefixes, free excess is worth the price. Give big business more prefixes but not our 800 numbers.

12. The Courts and Congress have given specific prior instructions to the FCC on deregulation of the telecommunications industry to eliminate monopolies and other unfair trade practices of big carriers and big business over the best interest of the public consumer. The taking of subscribers numbers to give to another subscriber under the pretense of number conservation policy is legal fiction and total misrepresentation of the true results under rule CC95-195/FCC 97-123. If FCC wants to help big carriers and big business acquire the original 800 numbers, then develop a simple compensation plan that is voluntary and provides subscribers with a public educational program, refunds and rebates for return of the numbers. But please do not make the public out to be criminals if we want to keep what we paid for.

I respectfully request the reversal of rule CC 95-195/FCC 97-123. This is a bad law and bad day for fairness and freedom for the American public.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan C Hart". The signature is fluid and cursive, with the first name "Nathan" and last name "Hart" clearly distinguishable.

Nathan C Hart
President
Tellnet Communications, Inc.
7611 Ehrlich Road
Tampa, FL 33625

Network Solutions' Domain Name Dispute Policy (Rev 02) will be effective on September 9, 1996. The following summarizes the significant differences between Revision 01 and Revision 02:

- * Text and format edited with the objective of making the policy easier to read and understand.

- * Introduction incorporates statements that previously had been scattered throughout the Policy, and specifies:

- Second-level domain names are registered on "first-come, first-serve" basis.

- Network Solutions does not determine legality of domain name registrations.

- Applicant represents that registration of the domain name does not interfere with the rights of any third party, and that the domain name is not being registered for any unlawful purpose.

- Network Solutions does not act as arbiter of disputes.

- The Policy does not confer any rights upon complainants.

- * Section 3: Indemnification is limited to loss or damages awarded as the result of or related to registration and use of a domain name.

- * Section 5(b): Before requesting Network Solutions to take action pursuant to the Policy, trademark owners are required to notify domain name registrants that their registration and use of the domain name violates the legal rights of the trademark owner.

- * Section 5(c): Network Solutions will only take action under the Policy if they are provided both a certified copy of a federal trademark registration certificate and a copy of the notice provided to the domain name registrant.

- * Section 6(b): In those instances when a domain name registrant is able to continue their use of the domain name, they are not required to provide additional indemnification beyond that already specified in the Policy. Additionally, the bonding requirement has been deleted.

- * Section 6(c): Network Solutions will accept a domain name registrant's trademark only if it was registered before the date of Network Solutions' request for proof of ownership or any third party's notification of a dispute to the registrant, whichever is earlier.

- * Section 6(e): The timing of the "Hold" status is clarified.

- * Section 7: In those instances when either the domain name registrant or the trademark owner file suit against the other regarding the registration and use of the domain name prior to the domain name being placed on "Hold," Network Solutions will not place the domain name on "Hold" and will deposit control of the domain name into the registry of the court.

- * Section 7(c): Network Solutions will abide by all court orders without being named as a party to a law suit.

Exhibit A

ftp://rs.internic.net/p...c/internic-domain-6.txt

ftp://rs.internic.net/policy/internic/internic-domain-6.txt

* Section 7 (d): If named as a party to a law suit, Network Solutions reserves the right to raise any and all defenses deemed appropriate.

* Section 9: First class mail replaces Certified Mail as an acceptable method of providing notice. In addition, e-mail has been deleted.

All correspondence related to domain name disputes and the Domain Name Dispute Policy should be sent to:

Network Solutions, Inc.
ATTN: David M. Graves
505 Huntmar Park Drive
Herndon, VA 22070

Phone: (703) 742-4884
FAX: (703) 742-8706
Email: daveg@netsol.com

NETWORK SOLUTIONS' DOMAIN NAME DISPUTE POLICY (Revision 02, Effective September 9, 1996)

INTRODUCTION

Network Solutions, Inc. ("Network Solutions") is responsible for the registration of second-level Internet domain names in the top level COM, ORG, GOV, EDU, and NET domains. Network Solutions registers these second-level domain names on a "first come, first served" basis. By registering a domain name, Network Solutions does not determine the legality of the domain name registration, or otherwise evaluate whether that registration or use may infringe upon the rights of a third party.

The applicant ("Registrant") is responsible for the selection of its own domain name ("Domain Name"). The Registrant, by completing and submitting its application, represents that the statements in its application are true and that the registration of the selected Domain Name, to the best of the Registrant's knowledge, does not interfere with or infringe upon the rights of any third party. The Registrant also represents that the Domain Name is not being registered for any unlawful purpose.

Network Solutions does not act as arbiter of disputes between Registrants and third party complainants arising out of the registration or use of a domain name. This Domain Name Dispute Policy ("Policy") does not confer any rights, procedural or substantive, upon third party complainants. Likewise, complainants are not obligated to use this Policy.

The following prescribes the procedural guidelines Network Solutions may employ when faced with conflicting claims regarding the rights to register an Internet domain name. This Policy does not limit the administrative or legal procedures Network Solutions may use when conflicts arise.

GUIDELINES

Exhibit A

ftp://rs.internic.net/p...c/internic-domain-6.txt

ftp://rs.internic.net/policy/internic/internic-domain-6.txt

1. Modifications. Registrant acknowledges and agrees that these guidelines may change from time to time and that, upon thirty (30) days posting on the Internet at
ftp://rs.internic.net/policy/internic.domain.policy, Network Solutions may modify or amend this Policy, and that such changes are binding upon Registrant.
2. Connectivity. At the time of the initial submission to Network Solutions of the Domain Name request, the Registrant is required to have operational name service from at least two operational domain name servers for that Domain Name. Each domain name server must be fully connected to the Internet and capable of receiving queries under that Domain Name and responding thereto. Failure to maintain two active domain name servers may result in the revocation of the Domain Name registration.
3. Indemnity. Registrant hereby agrees to defend, indemnify and hold harmless (i) Network Solutions, its officers, directors, employees and agents, (ii) the National Science Foundation ("NSF"), its officers, directors, employees and agents, (iii) the Internet Assigned Numbers Authority ("IANA"), its officers, directors, employees and agents, (iv) the Internet Activities Board ("IAB"), its officers, directors, employees and agents, and (v) the Internet Society ("ISOC"), its officers, directors, employees, and agents (collectively, the "Indemnified Parties"), for any loss or damages awarded by a court of competent jurisdiction resulting from any claim, action, or demand arising out of or related to the registration or use of the Domain Name. Such claims shall include, without limitation, those based upon intellectual property trademark or service mark infringement, tradename infringement, dilution, tortious interference with contract or prospective business advantage, unfair competition, defamation or injury to business reputation. Each Indemnified Party shall send written notice to the Registrant of any such claim, action, or demand against that party within a reasonable time. The failure of any Indemnified Party to give the appropriate notice shall not effect the rights of the other Indemnified Parties. Network Solutions recognizes that certain educational and government entities may not be able to provide indemnification. If the Registrant is (i) a governmental or non-profit educational entity, (ii) requesting a Domain Name with a root of EDU or GOV and (iii) not permitted by law or under its organizational documents to provide indemnification, the Registrant must notify Network Solutions in writing and, upon receiving appropriate proof of such restriction, Network Solutions will provide an alternative indemnification provision for such a Registrant.
4. Revocation. Registrant agrees that Network Solutions shall have the right in its sole discretion to revoke a Domain Name from registration upon thirty (30) days prior written notice, or at such time as ordered by a court, should Network Solutions receive a properly authenticated order by a federal or state court in the United States appearing to have jurisdiction, and requiring the Registrant to transfer or suspend registration of the Domain Name.
5. Third Party Dispute Initiation. Registrant acknowledges and agrees that Network Solutions cannot act as an arbiter of disputes arising out of the registration of a Domain Name. At the same time, Registrant acknowledges that Network Solutions may be presented with information that a Domain Name registered

by Registrant violates the legal rights of a third party. Such information includes, but is not limited to, evidence that the second-level Domain Name (i.e., not including .COM, .ORG, .NET, .EDU, or .GOV) is identical to a valid and subsisting foreign or United States federal Registration of a trademark or service mark on the Principal Register that is in full force and effect and owned by another person or entity ("Complainant"):

(a) Proof of such a trademark must be by submission of a certified copy, not more than six (6) months old, of a United States Principal or foreign registration (copies certified in accordance with 37 CFR 2.33(a)(1)(viii) or its successor will meet this standard for registrations in jurisdictions other than the United States ("Certified Registration")). Trademark or service mark registrations from the Supplemental Register of the United States, or from individual states (such as California) of the United States are not sufficient.

(b) In addition to the proof required by Section 5(a), the owner of a trademark or service mark registration must give prior notice to the Domain Name Registrant, specifying unequivocally and with particularity that the registration and use of the Registrant's Domain Name violates the legal rights of the trademark owner, and provide Network Solutions with a copy of such notice. Network Solutions will not undertake any separate investigation of the statements in such notice.

(c) In those instances (i) where the basis of the claim is other than a Certified Registration described above, or (ii) where the Complainant fails to provide the proof of notice required by Section 5(b), the third party procedures in Section 6 will not be applied.

6. Third Party Procedures. In those instances where a third party claim is based upon and complies with Section 5(a and b), Network Solutions may apply the following procedures, which recognize that trademark ownership does not automatically extend to a Domain Name and which reflect no opinion on the part of Network Solutions concerning the ultimate determination of the claim:

(a) Network Solutions shall determine the activation date of the Registrant's Domain Name.

(b) If the Registrant's Domain Name activation date is before the earlier of (i) the date of first use of the trademark or service mark in the Certified Registration or (ii) the effective date of the valid and subsisting Certified Registration owned by the Complainant, or, if Registrant provides evidence of ownership of a trademark or service mark as provided in Section 5, the Registrant shall be allowed to continue the registration and use of the contested Domain Name, as against that Complainant and subject to the remaining terms of this Policy.

(c) If the activation date of the Domain Name is after the earlier of (i) the date of first use of a Complainant's trademark or service mark in the Certified Registration, or (ii) the effective date of the valid and subsisting Certified Registration owned by the Complainant, then Network Solutions shall request from the Registrant proof of ownership of Registrant's own registered mark by submission of a certified copy, of the type and nature specified in Section 5(a) above,

owned by the Registrant and which was registered prior to the earlier of the date of Network Solutions' request for proof of ownership above or any third party notifying the Registrant of a dispute. The mark provided must be identical to the second-level Domain Name registered to the Registrant.

(d) If the Registrant's activation date is after the dates specified in Section 6(b), or the Registrant fails to provide evidence of a trademark or service mark registration to Network Solutions within thirty (30) days of receipt of Network Solutions' request, Network Solutions will assist Registrant with assignment of a new domain name, and will allow Registrant to maintain both names simultaneously for up to ninety (90) days to allow an orderly transition to the new domain name. Network Solutions will provide such assistance to a Registrant if and only if Registrant (1) submits a domain name template requesting the registration of a new domain name; and (2) submits an explicit written request for assistance, including an identification of the Registrant's desired new domain name and the tracking number assigned by Network Solutions in response to the new domain name template, both within thirty (30) days of receipt of Network Solutions' original notice of the complaint. At the end of the ninety (90) day period of simultaneous use, Network Solutions will place the disputed Domain Name on "Hold" status, pending resolution of the dispute. As long as a Domain Name is on "Hold" status, that Domain Name registered to Registrant shall not be available for use by any party.

(e) In the event the Registrant (1) fails to provide the documentation required by Section 6(c) of a trademark or service mark registration within thirty (30) days of receipt of Network Solutions' dispute notification letter, (2) provides Network Solutions written notification that Registrant will neither accept the assignment of a new domain name nor relinquish its use of the Domain Name, or (3) fails to take any action or provide any written notice within the times specified in this Section 6, whichever event occurs first, Network Solutions will place the Domain Name on "Hold." As long as a Domain Name is on "Hold" status, that Domain Name registered to Registrant shall not be available for use by any party.

(f) Network Solutions will reinstate the Domain Name placed in a "Hold" status (i) upon receiving a properly authenticated temporary or final order by a federal or state court in the United States having competent jurisdiction and stating which party to the dispute is entitled to the Domain Name, or (ii) if Network Solutions receives other satisfactory evidence from the parties of the resolution of the dispute.

7. Litigation. In the event that, prior to the Domain Name being placed on "Hold":

(a) The Registrant files suit related to the registration and use of the Domain Name against the Complainant in any court of competent jurisdiction in the United States, Network Solutions will not place the Domain Name on "Hold," subject to the remaining terms of this Policy and pending a temporary or final decision of the court, provided that the Registrant provides a copy of the file-stamped Complaint to Network Solutions. In such cases, Network Solutions will deposit control of the Domain Name into the registry of the court. Registrant also shall promptly provide copies of any and all pleadings filed in

the action to Network Solutions upon Network Solutions' request.

(b) The Complainant files suit related to the registration and use of the Domain Name against the Registrant in any court of competent jurisdiction in the United States and provides Network Solutions with a copy of the file-stamped Complaint, Network Solutions will not place the Domain Name on "Hold," subject to the remaining terms of this Policy, and will deposit control of the Domain Name into the registry of the court pending a temporary or final decision of the court.

(c) In both instances, under Section 7 (a and b), Network Solutions will immediately abide by all temporary or final court orders directed at either Registrant or Complainant, without being named as a party to the suit. If named as a party to a law suit, Network Solutions shall not be limited to the above actions, but reserves the right to raise any and all defenses deemed appropriate.

8. DISCLAIMER. REGISTRANT AGREES THAT NETWORK SOLUTIONS WILL NOT BE LIABLE FOR ANY LOSS OF REGISTRATION AND USE OF REGISTRANT'S DOMAIN NAME, OR FOR INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF NETWORK SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL NETWORK SOLUTIONS' MAXIMUM LIABILITY UNDER THESE POLICY GUIDELINES EXCEED FIVE HUNDRED (\$500.00) DOLLARS.

9. Notices. All notices or reports permitted or required under this Policy shall be in writing and shall be delivered by personal delivery, facsimile transmission, and/or by first class mail, and shall be deemed given upon personal delivery, or seven (7) days after deposit in the mail, whichever occurs first. Initial notices to the Registrant shall be sent to the Domain Name Administrative Contact at the address associated with the Domain Name Registrant listed in the InterNIC Registration Services' database (i.e., the address contained in Section 3 of the Domain Name Registration Agreement (template)).

10. Non-Agency. Nothing contained in this Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

11. Non-Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

12. Breach. Registrant's failure to abide by any provision under this Policy may be considered by Network Solutions to be a material breach and Network Solutions may provide a written notice, describing the breach, to the Registrant. If, within thirty (30) days of the date of mailing such notice, the Registrant fails to provide evidence, which is reasonably satisfactory to Network Solutions, that it has not breached its obligations, then Network Solutions may revoke Registrant's registration of the Domain Name. Any such breach by a

Registrant shall not be deemed to have been excused simply because Network Solutions did not act earlier in response to that, or any other, breach by the Registrant.

13. Invalidity. In the event that any provision of this Policy shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Policy unenforceable or invalid as a whole. Network Solutions will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Network Solutions as reflected in the original provision.

14. ENTIRETY. THESE GUIDELINES, AS AMENDED, AND THE REGISTRATION AGREEMENT (TEMPLATE) TOGETHER CONSTITUTE THE COMPLETE AND EXCLUSIVE AGREEMENT OF THE PARTIES REGARDING DOMAIN NAMES. THESE GUIDELINES SUPERSEDE AND GOVERN ALL PRIOR PROPOSALS, AGREEMENTS, OR OTHER COMMUNICATIONS BETWEEN THE PARTIES. REGISTRANT AGREES THAT REGISTRATION OF A DOMAIN NAME CONSTITUTES AN AGREEMENT TO BE BOUND BY THIS POLICY, AS AMENDED FROM TIME TO TIME.